

RICHARD J. FORD, and
FEDSYS INC.

Plaintiffs,

v.

JERRY W. TORRES, and
TORRES ADVANCED ENTERPRISE,
SOLUTIONS, LLC

Defendants.

JERRY W. TORRES, and
TORRES ADVANCED ENTERPRISE,
SOLUTIONS, LLC

Defendants.

For its answer to Plaintiffs’ Complaint, Defendant Torres Advanced Enterprise Solutions, LLC (“TAES”) admits, denies, or otherwise responds to Plaintiffs’ allegations as follows:

1. Paragraph 1 is a prefatory statement containing no allegations and therefore no response is required.

2. TAES lacks the knowledge and information necessary to respond to the allegations in paragraph 2.

3. TAES lacks the knowledge and information necessary to respond to the allegations in paragraph 3.

4. Admits the allegations in paragraph 4.

5. Admits the allegations in paragraph 5.

6. Admits the allegations in paragraph 6.
7. Admits the allegations in paragraph 7.
8. TAES lacks the knowledge and information necessary to respond to the allegations in paragraph 8.

2005 Agreement

9. Admits the allegations in paragraph 9.
10. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 10.
11. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 11.
12. Admits the allegations in paragraph 12.
13. TAES lacks the knowledge and information necessary to respond to the allegations in paragraph 13.
14. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 14.
15. TAES lacks the knowledge and information necessary to respond to the allegations in paragraph 15.
16. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 16.
17. Admits the allegations in the first sentence of paragraph 17 but lacks knowledge or information sufficient to form a belief about the truth of the allegations in the second sentence of paragraph 17.
18. Denies the allegations in paragraph 18.
19. Denies the allegations in paragraph 19.

20. Denies the allegations in paragraph 20.
21. Denies the allegations in paragraph 21.
22. Denies the allegations in paragraph 22.
23. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 23.
24. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24. TAES will supplement this response when more information is made available.
25. Denies the allegations in paragraph 25.
26. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 26. TAES will supplement this response when more information is made available.
27. Denies the allegations in paragraph 27.
28. Denies the allegations in paragraph 28.
29. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 29. TAES will supplement this response when more information is made available.
30. Denies the allegations in paragraph 30.
31. Denies the allegations in paragraph 31.
32. Denies the allegations in paragraph 32.
33. Denies the allegations in paragraph 33.
34. Denies the allegations in paragraph 34.
35. Denies the allegations in paragraph 35.

36. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 36. TAES will supplement this response when more information is made available.

37. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 37.

38. Denies the allegations in paragraph 38.

2006 Agreement

39. Admits the allegations in paragraph 39.

40. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 40.

41. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 41.

42. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 42.

43. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 43.

44. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 44.

45. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 45.

46. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 46.

47. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 47.

48. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 48.

49. Admits the allegations in paragraph 49.

50. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 50.

51. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 51.

52. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 52.

53. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 53.

54. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 54. TAES will supplement this response when more information is made available.

55. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 55. TAES will supplement this response when more information is made available.

56. Denies the allegations in paragraph 56.

57. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 57. TAES will supplement this response when more information is made available.

58. Denies the allegations in paragraph 58.

Breakdown in Relationship

59. Denies the allegations in paragraph 59.

60. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 60. TAES will supplement this response when more information is made available.

61. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 61.

62. Denies the allegations in paragraph 62.

63. Denies the allegations in paragraph 63.

64. Denies the allegations in paragraph 64.

65. Denies the allegations in paragraph 65.

66. Denies the allegations in paragraph 66.

67. Denies the allegations in paragraph 67.

68. Denies the allegations in paragraph 68.

69. Denies the allegations in paragraph 69.

70. Denies the allegations in paragraph 70.

71. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 71 through, “November 25, 2006.” TAES denies the allegations in paragraph 71 following “November 25, 2006.”

72. Denies the allegations in paragraph 72.

73. Denies the allegations in paragraph 73.

74. Denies the allegations in paragraph 74.

**I. Breach of Contract
2005 Agreement
*Torres AES***

75. Incorporates its Answers to the allegations contained in paragraphs 1 through 74 as if fully rewritten herein.

76. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 76.

77. Denies the allegations in paragraph 77.

78. Denies the allegations in paragraph 78.

II. Breach of Contract
2006 Agreement
Torres AES

79. Incorporates its Answers to the allegations contained in paragraphs 1 through 78 as if fully rewritten herein.

80. The agreement speaks for itself. TAES denies all allegations inconsistent with the agreement. TAES denies all other allegations in paragraph 80.

81. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 81.

82. Denies the allegations in paragraph 82.

83. Denies the allegations in paragraph 83.

84. Denies the allegations in paragraph 84.

85. Denies the allegations in paragraph 85.

86. Denies the allegations in paragraph 86.

III. Quantum Meruit
Torres AES

87. Incorporates its Answers to the allegations contained in paragraphs 1 through 86 as if fully rewritten herein.

88. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 88.

89. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 89.

90. Denies the allegations in paragraph 90.

91. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 91. TAES will supplement this response when more information is made available.

92. After conducting preliminary due diligence, at present TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 92. TAES will supplement this response when more information is made available.

93. Denies the allegations in paragraph 93.

94. Denies the allegations in paragraph 94.

95. Denies the allegations in paragraph 95.

96. Denies the allegations in paragraph 96.

IV. Tortious Interference with Business Expectancy ***Jerry Torres and Torres AES***

97. Incorporates its Answers to the allegations contained in paragraphs 1 through 96 as if fully rewritten herein.

98. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 98.

Improper means—defamation

99. Denies the allegations in paragraph 99.

100. Denies the allegations in paragraph 100.

101. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 101.

102. Denies the allegations in paragraph 102.

103. Denies the allegations in paragraph 103.

104. Denies the allegations in paragraph 104.

105. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 105.

106. Denies the allegations in paragraph 106.

107. Admits the allegations in paragraph 107.

108. Denies the allegations in paragraph 108.

109. Denies the allegations in paragraph 109.

Improper means—hard dealing

110. Admits the allegations in paragraph 110.

111. Denies the allegations in paragraph 111.

112. Denies the allegations in paragraph 112.

113. Denies the allegations in paragraph 113.

114. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 114.

115. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 115.

116. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 116.

117. Denies the allegations in paragraph 117.

118. Denies the allegations in paragraph 118.

119. Denies the allegations in paragraph 119.

120. Denies the allegations in paragraph 120.

121. Denies the allegations in paragraph 121.

V. Virginia Computer Crimes Act
Jerry Torres and Torres AES

122. Incorporates its Answers to the allegations contained in paragraphs 1 through 121 as if fully rewritten herein.

123. Denies the allegations in paragraph 123.

124. Denies the allegations in paragraph 124.

125. Denies the allegations in paragraph 125.

126. Denies the allegations in paragraph 126.

127. Denies the allegations in paragraph 127.

128. Denies the allegations in paragraph 128.

129. Denies the allegations in paragraph 129.

130. Denies the allegations in paragraph 130.

131. Denies the allegations in paragraph 131.

132. Denies the allegations in paragraph 132.

VI. Violation of the Computer Fraud and Abuse Act, 18 USC 1030
Jerry Torres and Torres AES

133. Incorporates its Answers to the allegations contained in paragraphs 1 through 132 as if fully rewritten herein.

134. Admits the allegations in paragraph 134.

135. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 135.

136. TAES lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 136.

137. Denies the allegations in paragraph 137.

138. Denies the allegations in paragraph 138.

VI. Violation Virginia Uniform Trade Secrets Act
Jerry Torres and Torres AES

139. Incorporates its Answers to the allegations contained in paragraphs 1 through 138 as if fully rewritten herein.

140. Denies the allegations in paragraph 140.

141. Denies the allegations in paragraph 141.

142. Denies the allegations in paragraph 142.

143. Denies the allegations in paragraph 143.

144. Denies the allegations in paragraph 144.

145. Denies the allegations in paragraph 145.

146. Denies the allegations in paragraph 146.

147. Denies the allegations in paragraph 147.

148. Denies the allegations in paragraph 148.

149. Denies the allegations in paragraph 149.

VII. Defamation per se
Jerry Torres and Torres AES

Count VII, containing paragraphs 150 - 169, was dismissed by the Court and therefore no response is required.

Prayer for Relief

In answer to the prayers for relief contained in Plaintiffs' complaint, Defendant TAES denies that Plaintiffs are entitled to any of the relief sought and further denies that Plaintiffs are entitled to any relief whatsoever.

General Denial

Defendant denies each and every allegation of the complaint not expressly admitted in this answer.

Affirmative Defenses

First Affirmative Defense: Plaintiffs' claims should be dismissed for failure to state a claim upon which relief can be granted.

Second Affirmative Defense: Quantum meruit is not permitted where a contract governs the rights and obligations of the parties.

Third Affirmative Defense: Tortious interference is not permitted where plaintiff was awarded the contract.

Fourth Affirmative Defense: TAES did not improperly interfere with Plaintiffs' business expectancy.

Fifth Affirmative Defense: The alleged statements made by Jerry Torres upon which Plaintiffs based their claim for tortious interference with business expectancy were true.

Sixth Affirmative Defense: Plaintiffs fail to establish the elements of a trade secret claim as the matter claimed to be a trade secret is not.

Seventh Affirmative Defense: Plaintiffs and Defendants access to a third party's proprietary system were governed by contract to which Mr. Torres and TAES adhered.

Eighth Affirmative Defense: Plaintiffs initially and materially breached their duties to TAES under the agreements sued upon.

Ninth Affirmative Defense: Plaintiffs' claims are barred by estoppel.

Tenth Affirmative Defense: Plaintiffs' claims are barred by failure to mitigate damages.

Eleventh Affirmative Defense: Plaintiffs' claims are barred by laches.

Twelfth Affirmative Defense: Plaintiffs' claims are barred by payment.

Thirteenth Affirmative Defense: Plaintiffs' claims are barred by unclean hands.

Fourteenth Affirmative Defense: Plaintiffs' claims are barred by waiver.

Fifteenth Affirmative Defense: Plaintiffs' claims are barred by TAES's setoff.

Defendant TAES reserves the right to amend his Answer and Affirmatives Defenses should other defenses be discovered.

WHEREFORE, Defendant respectfully requests that Plaintiffs' complaint be dismissed with prejudice and that Defendant be awarded its costs and attorneys fees and such other relief as the Court deems just and proper.

Dated: March 17, 2009

Respectfully submitted,

TORRES ADVANCED ENTERPRISE SOLUTIONS,
LLC

By Counsel

/s/
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CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of March, 2009, I will electronically file the foregoing Answer with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

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